

**PURCHASE AND SALE CONTRACT****1. Parties to the Contract:**

<u>Purchaser's Full Name</u>	<u>Mailing address</u>	<u>Telephone/Fax</u>
GSI of Dade County, Inc.	111 North East 1 st Street 4 th Floor Miami, Florida 33132	305-579-9081 fax: 305-579-9083
<u>Seller's Full Name</u>	<u>Mailing address</u>	<u>Telephone/Fax</u>
James Mulkin, Mary Ann Mulkin, and Fred Oeschger	P.O. Box 34 Newport, VT 05855	802-334-6523 fax: 802-334-5049

2. Agreement to Sell and Purchase: Seller agrees to sell and convey, and Purchaser agrees to purchase, the following:

Land with all improvements thereon, identified as 172 Bogner Drive, Newport, Vermont, containing 25.1 acres +/-, with improvements, as more particularly described in the Warranty Deed of Bogner of Amerca, Inc. to Seller dated November 30, 2007, and recorded in Book 189, Pages 54-55 of the Newport Land Records, a copy of which is attached hereto as Exhibit A, subject to the Permitted Encumbrances (as defined in Sections 8(e) and 11 below) (the "Property").

3. Purchase Price: The purchase price for the Property shall be Three Million One Hundred Fifty Thousand Dollars (\$3,150,000.00) (the "Purchase Price"). The Purchase Price shall be in U.S. Dollars, payable as follows:

- a. Fifty Thousand Dollars (\$50,000.00) (the "Contract Deposit") shall be paid by Purchaser upon execution of this Contract by check payable to the order of the Escrow Agent as defined herein.
- b. One Million Thousand Dollars (\$1,000,000.00) shall paid by Purchaser to Seller and due three days following execution of this Contract, to be credited to the Purchase Price at Closing, but otherwise non-refundable except in the event of termination of this Contract pursuant to Section 11 herein or in the event of default by Seller.
- c. Two Million One Hundred Thousand Dollars (\$2,100,000.00) as the balance of the Purchase Price, subject to all closing adjustments contemplated herein and pursuant to a settlement statement executed by both Seller and Purchaser at Closing, and paid at Closing as follows:
 - i. Purchaser shall execute and deliver to and in favor of Seller a promissory note (the "Note") in the amount of One Million Dollars (\$1,000,000.00)

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Seller(s)

Purchaser(s)

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which shall include, but not be limited to, the following terms and conditions:

1. The Note shall accrue interest at the rate of Five and One Half Percent (5.5%) per annum;
2. The Note, including the principal and all accrued interest, shall be due and payable Ninety (90) Days after Closing; and
3. The Note shall be secured by a first mortgage (the "Mortgage") upon the Property.

ii. Purchaser shall pay Seller One Million One Hundred Thousand Dollars (\$1,100,000.00), subject to the closing adjustments contemplated herein, by cash or certified funds.

4. Escrow of the Contract Deposit: The Contract Deposit shall be held by Seller's attorneys, Benjamin, Bookchin & Durrell, P.C. ("Escrow Agent"), in its IOLTA trust account, and shall be paid to Seller and credited towards the Purchase Price, without interest, at Closing, or otherwise paid out in accordance with the terms of this Contract.
5. Assignment and Assumption of Leases: At Closing, Seller shall assign to Purchaser, and Purchaser agrees to and shall assume all obligations of Seller in connection with a Lease Agreement by and between James Mulkin and Fred Oeschger ("Landlord") and Northeast Kingdom Human Services (Tenant) dated April 22, 2009.

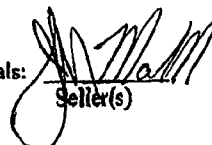
Purchaser acknowledges that it has received from Seller a copy of the above referenced lease. In the event that Purchaser fails to close and purchase the Property for any reason whatsoever, Purchaser shall return the copy of the foregoing lease to Seller, as well as any copies thereof, and shall not disclose to any person any of the information contained in said instrument, other than to professionals hired by Purchaser in order to complete its due diligence investigation in connection with the Property.

6. Closing: The closing and transfer of title (the "Closing") shall occur on or before sixty (60) days following the date that this Contract is fully executed by the parties, at a location designated by Purchaser in Orleans County, Vermont, unless otherwise mutually agreed upon by the parties. Time is of the essence with respect to the Closing.

The term "Closing" in this Contract is the settlement of the obligations of the Seller and the Purchaser to each other under this Contract. Closing includes, without limitation, the payment of the Purchase Price to Seller and the delivery to Purchaser of a Vermont Warranty Deed in the proper statutory form for recording to transfer full ownership, fee simple and good and marketable title, to the Property, in accordance with the Vermont Marketable Record Title Act, 27 V.S.A. § 601 *et seq.*, and the

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Vermont Title Standards, subject only to the Permitted Encumbrances (as defined below) (the "Warranty Deed"), and the delivery of the other closing documents pursuant to Section 7.

7. Closing Documents: At Closing, Seller shall deliver to Purchaser the following:
- The Warranty Deed, duly executed and notarized;
 - The PTTR pursuant to Section 13, duly executed;
 - A Land Gains Tax Return, if applicable, pursuant to Section 14, duly executed;
 - The Lease Assignment and Assumption Agreement, pursuant to Section 5, duly executed;
 - A settlement statement showing all costs and prorations between Seller and Purchaser, approved by Seller and Purchaser (the "Settlement Statement"), duly executed.

At Closing, Purchaser shall deliver to Seller the following:

- The remainder of the Purchase Price and other funds due and owing pursuant to Section 3;
- The Promissory Note and Mortgage, duly executed, pursuant to Section 3;
- The PTTR pursuant to Section 13, duly executed;
- A Land Gains Tax Return, if applicable, pursuant to Section 14, duly executed;
- The Lease Assignment and Assumption Agreement, pursuant to Section 5, duly executed;
- Evidence of Purchaser's authority reasonably satisfactory Seller and to the title company issuing the owner's title policy; and
- The Settlement Statement, duly executed.

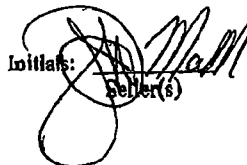
8. Warranties of Seller: Purchaser acknowledges that Purchaser will be purchasing the Property having had a full opportunity to inspect the Property and that Purchaser will purchase the Property "AS IS," without any warranty whatsoever as to the condition of the Property or its suitability for the Purchaser's anticipated use other than specifically set forth below, and the warranties of title set forth in the warranty deed given at Closing.


Seller makes the following warranties to Purchaser with respect to the Property:

- Seller has owned the Property now being sold continuously since November 30, 2007, and to the best of Seller's knowledge, Seller's enjoyment thereof has been peaceable and undisturbed, and the title to said Property has never been disputed or questioned to Seller's knowledge, nor does Seller know of any facts by reason of which the title to, or possession of, said Property might be disputed or questioned, or by reason of which any claim to any of said Property might be asserted adversely to Seller.

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- b. No parties other than the Seller are in possession of all or any portion of the Property above described except for the parties to the Lease identified in Section 5 of this Contract.
- c. Seller has not done any act or allowed any act to be done which has changed or could change the boundaries of the Property.
- d. To the best of Seller's knowledge, the Seller has allowed no encroachments in the Property by any adjoining landowners nor has the Seller encroached upon any property of adjoining landowners.
- e. The Seller has no knowledge of adverse rights in the Property nor has the Seller knowingly allowed any easements, rights of way, continuous driveway usage, drain, sewer, gas or oil pipeline, or other rights of passage to others over the Property, and has no knowledge of such rights and encumbrances except those which are shown in the public records. The foregoing rights and encumbrances, together, with the Lease identified in Section 5 of this Contract, the terms and conditions of State of Vermont Land Use Permit No. 7R0082, as amended to date, and all Newport zoning permits issued with respect to the Property are referred to herein as the "Permitted Encumbrances."
- f. The Seller has not contracted for nor has any knowledge of any construction, erection, alteration, or repair of any structures, or improvement on the Property nor any knowledge of material(s) furnished to the Property for a period of 180 days past which may result in a lien for lack of payment.
- g. The Seller has no knowledge of any taxes or special assessments which are not shown as existing liens by the public records or are not yet due and payable.
- h. Seller certifies that Seller is not a "foreign person" as defined in §1445(f)(30) of the Internal Revenue Code.
- i. If Seller is not a Vermont resident, Seller acknowledges and agrees that Purchaser has the right to withhold a sum equal to 2.5% of the Purchase Price at Closing for transmission to the Vermont Department of Taxes, unless Seller has, prior to Closing, obtained a withholding certificate stating that no income tax is due or reducing the required amount of withholding.
- j. The undersigned Seller is the legal owner of the Property or has express authority or power of attorney to execute this Contract.
- k. The Property is served by: [check applicable boxes]

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- (x) public/municipal water system
- () private community water system
- () private well/spring
- (x) municipal sewer system
- () on site septic system
- () off site septic system

9. **Seller's Covenants:** After the execution of this Contract and until the expiration or sooner termination of this Contract or the Closing, Seller shall: (i) not transfer any interest in the Property or enter into any other agreement to transfer such an interest without written consent from Purchaser; (ii) not grant or consent to any new easements, leases, licenses, grants or any other interest or estate affecting the Property or any part thereof without written consent of Purchaser; (iii) not enter into or agree to any modification or amendment of any existing easement, leases, licenses, grants or any other interest or estate affecting the Property or any part thereof without written consent of Purchaser; (iv) not further encumber or permit any liens against the Property; (v) maintain the present insurance on the Property and maintain the Property; and (vi) comply with all laws, ordinances, regulations and orders relating to the Property. Notwithstanding the foregoing, Seller may execute a backup contract for the sale of the Property which recognizes the existence and enforceability of this Contract, and is contingent upon the termination of this Contract.

Additionally, as of the date of the execution of this Contract, Seller covenants that Seller has the full power and authority to enter into and perform this Agreement and the execution, delivery and performance of this Agreement by Seller has or will be duly and validly authorized by all necessary action on the part of Seller.


10. **Purchaser's Representations and Warranties:** Purchaser, as of the date of the execution of this Contract, represents and warrants to Seller as follows:

- a. **Organization, Power and Authority.** Any Purchaser that is not an individual is an entity duly organized, validly existing and in good standing under the laws of the State of Florida and has all necessary power to execute and deliver this Agreement and perform all of its obligations hereunder. Purchaser has the full power and authority to enter into and perform this Agreement and the execution, delivery and performance of this Agreement by Purchaser (i) has or will be duly and validly authorized by all necessary action on the part of Purchaser, (ii) does not conflict with or result in a violation of Purchaser's organizational or charter documents for any Purchaser that is not an individual or any judgment, order or decree of any court or arbiter in any proceeding to which Purchaser is a party, and (iii) does not conflict with or constitute a breach of, or constitute a default under, any contract, agreement or other instrument by which Purchaser is bound or to which it is a party.


Seller(s)


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- b. No Bankruptcy. No receiver has been appointed with respect to Purchaser or any of its assets, nor has an order for relief under any bankruptcy laws been entered with respect to Purchaser.
- c. No Financing Contingency. This Contract is not subject to any financing contingency, and Purchaser has sufficient cash or liquid assets to close on the purchase of the Property.
11. Examination of Title: Within thirty (30) days following the execution of this Agreement (the "Title Examination Date"), Purchaser shall have examined, or caused counsel of its choosing to examine the state of title to the Property and will notify Seller of the existence of encumbrances or defects in title, permitting or zoning which render title unmarketable as defined by the Vermont Title Standards (any such the "Title Objections"). Promptly following the receipt of such notice, Seller shall endeavor, at Seller's expense, to remove the Title Objections including any undischarged mortgages (except those to be paid off at Closing), and Seller shall be obligated to make a diligent good faith effort to cure the Title Objections. If, at the expiration of thirty (30) days following the receipt of such notice, Seller is unable to cure the Title Objections so it is capable of conveying marketable title to the Subject Property, free and clear of the Title Objections, Purchaser may in its discretion elect to (i) accept such title as Seller can convey upon payment of the Purchase Price in which case any uncured Title Objections shall also be "Permitted Encumbrances" under this Agreement; (ii) terminate this Agreement, in which event Purchaser shall receive back the Contract Deposit and the One Million Dollars (\$1,000,000.00) payment towards the Purchase Price made pursuant to Section 3(b) above, or (iii) if the Title Objection is a monetary lien (except any undischarged mortgage(s) where Seller is the mortgagor and which will be paid off at Closing), proceed to close but reserve in escrow an amount equal to 150% of such lien, not to be released until the removal of such lien. In addition, if Seller elects not to cure one or more Title Objection, Purchaser may terminate this Agreement and Escrow Agent shall return the Contract Deposit, and Purchaser shall return the One Million Dollars (\$1,000,000.00) payment towards the Purchase Price made pursuant to Section 3(b) above. Purchaser shall have the right, but not the obligation, to cause such attachment, lien or encumbrance to be discharged, thereby receiving a credit against the Purchase Price for all costs incident to obtaining such discharge, including the payment of all sums claimed by the attaching creditor of Seller. Purchaser shall also have a right to issue a Title Objection to any matter of record first appearing after the Title Examination Date, with Purchaser and Seller having the various time periods and rights set forth above with respect to each such new matter of record to which Purchaser issues a Title Objection.
12. Possession: Possession and occupancy of the Property, together with all keys to the Property, shall be given upon Closing unless otherwise agreed in writing.

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13. Vermont Property Transfer Tax: Purchaser shall be responsible and liable for the Vermont Property Transfer Tax due on the sale covered by this Contract.
14. Land Gains Tax: Seller shall be responsible for any Vermont land gains tax the Property in connection with the Closing, and shall indemnify, defend, and hold Purchaser harmless from all claims arising out of breach of the foregoing.
15. Proration of Taxes and Other Charges: The following, if applicable, shall be apportioned as of the date of Closing with Seller being responsible for all applicable assessments chargeable to the Property until the date of Closing and Purchaser being responsible for all applicable assessments chargeable to the Property on the date of Closing and thereafter: real property taxes, water and sewer use charges and all utilities. The net amount of the above adjustments shall be added to or deducted from, as the case may be, the Purchase Price. Should any tax, charge or rate be undetermined on the date of Closing, the last determined tax, charge or rate shall be used for the purposes of apportionment. In addition, fuel oil, propane or other consumables shall be prorated, using the cost to Seller at last delivery for calculating the proration of fuel remaining.

In addition to the forgoing, Seller and Purchaser shall also prorate the monthly rents associated with the lease identified in Section 5 of this Contract, with the prorated rental amounts to be added to or deducted from, as the case may be, the Purchase Price at the Closing.

16. Condemnation/ Casualty: If prior to the Closing Date (i) there shall be instituted against any portion of the Property or access thereto any proceeding in condemnation, eminent domain or any written request for a conveyance in lieu thereof, or should Seller receive notice that such proceedings are threatened or have been commenced against the Property (hereinafter collectively referred to as "Condemnation Proceedings"), or (ii) there shall occur any fire, casualty, damage or other change in the physical condition of the Property or any portion thereof which costs in excess of \$100,000 to repair (hereafter collectively a "Casualty"), the Seller shall give Purchaser immediate notice thereof and Purchaser shall have the right to terminate this Agreement by written notice to Seller within twenty (20) days after Purchaser receives notice of such Condemnation Proceedings or Casualty (which notice shall specifically refer to this Section 16), in which event the Deposit shall promptly be refunded to Purchaser, this Agreement shall be null and void and neither party hereto shall have any further rights, obligations or liabilities hereunder except as otherwise specifically provided in this Agreement to survive any termination or expiration hereof. If Purchaser shall not elect to terminate this Agreement pursuant to this Section 16, Purchaser shall be obligated to close the purchase and sale contemplated hereby (a) in the case of Condemnation Proceedings, less the portion of the Property so taken or subject to said Condemnation Proceedings, or (b) in the case of Casualty, subject to the damage caused by the Casualty without adjustment of the Purchase

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Section 3(b) herein, both as liquidated damages. Because of the nature and subject matter of this Contract, damages arising from Purchaser's default may be difficult to calculate with precision. The amount of the Contract Deposit and the sums paid pursuant to Section 3(b) reflect, in part, a reasonable estimate of Seller's damages for Purchaser's default. The provision hereof granting Seller the election to retain the Contract Deposit and the sums paid pursuant to Section 3(b) as agreed-upon liquidated damages is intended solely to compensate Seller for Purchaser's default. It is not intended to be a penalty for Purchaser's breach nor is it an incentive for Purchaser to perform the obligations of this Contract. If Seller fails to close, or is otherwise in default, Purchaser may terminate this Contract by written notice to Seller and shall receive back the Contract Deposit and the One Million Dollars (\$1,000,000.00) paid pursuant to Section 3(b) herein, or, in the alternative, shall have the right to seek specific performance of this Contract or to pursue any other available legal remedy.

In the event of a default undisputed by Seller and Purchaser, upon written demand, Escrow Agent shall pay the Contract Deposit to the non-defaulting party. In the event of a dispute concerning default, Escrow Agent shall not be personally liable to either party except for bad faith or gross neglect. In the event a claim other than a claim for bad faith or gross neglect is asserted against Escrow Agent, the parties shall jointly and severally indemnify and hold Escrow Agent harmless from all loss or expense of any nature including, but not limited to, attorney's fees arising out of the holding of the Contract Deposit. In the event of a dispute, Escrow Agent may pay the Contract Deposit into a court of competent jurisdiction for the purpose of determining the rights of the parties to the Contract Deposit. All costs and expenses of such action, including, but not limited to, attorney's fees, incurred by Escrow Agent shall be borne jointly and severally by Seller and Purchaser irrespective of the amount of the Contract Deposit.

In the event legal action is instituted arising out of a breach of this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

21. 1031 Deferred Exchange: At the election of Seller, Purchaser shall fully cooperate with Seller so that in conjunction with the purchase and sale of the Property as contemplated in this Contract, Seller can accomplish a 1031 deferred exchange as permitted under Section 1031 of the Internal Revenue Code 1986, as amended.
22. Conditions:
 - a. To Purchaser's Obligations: The obligations of Purchaser under this Contract are subject to the satisfaction on or prior to the Closing date of the following conditions:
 - i. All representations and warranties of Seller contained in this Agreement, and all statements, exhibits and other documents delivered pursuant hereto or in connection with the transaction

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contemplated hereby, will be true and accurate as of the date when made and shall be deemed to be made again at and as of the date of Closing, and shall be true and accurate in all respects;

- ii. Seller shall perform and comply with all covenants and agreements required by this Agreement to be performed or complied with prior to or on the Closing date;
- iii. The Property shall be in as good condition as at the date of this Agreement, except for ordinary wear and tear or any damage caused by Purchaser;
- iv. The title to the Property shall be free of all liens, encumbrances or restrictions other than the Permitted Encumbrances and the lease to be assigned and assumed by Purchaser as set forth in Section 5.

b. To Seller's Obligations: The obligations of Seller under this Contract are subject to the satisfaction on or prior to the Closing date of the following conditions:

- i. All representations and warranties of Purchaser contained in this Agreement, and all statements, exhibits and other documents delivered pursuant hereto or in connection with the transaction contemplated hereby, will be true and accurate as of the date when made and shall be deemed to be made again at and as of the date of Closing, and shall be true and accurate in all respects; and
- ii. Purchaser shall perform and comply with all covenants and agreements required by this Agreement to be performed or complied with prior to or on the Closing date.

23. Effect: This Contract shall inure to the benefit of and be binding upon each of the parties hereto and their respective heirs, successors, administrators, executors and permitted assigns. This Contract contains the entire agreement by and between the parties hereto, superseding any and all prior agreement, written or oral, affecting said Property. This Contract shall be governed by the laws of the State of Vermont.
24. Modification and Amendment: No modification, amendment or deletion affecting this Contract shall be effective unless in writing and signed by all parties.
25. Notices: All notices, consents, approvals and other communications which may be or are required to be given by either Seller or Purchaser under this Agreement shall be promptly given if made in writing and sent by (a) hand delivery, or (b) certified mail, return receipt requested, or (c) nationally recognized overnight delivery service for next business day delivery (such as Express Mail, Federal Express or Airborne Express), or (d) by facsimile transmission. Such notices delivered (i) by hand shall be

Seller and Purchaser have executed this Agreement as of the date and year set forth below.

7/21, 2011
Date signed

Seller:

James Mulkin

7/21, 2011
Date signed

Mary Ann Mulkin
Mary Ann Mulkin

_____, 2011
Date signed

Fredric Oeschger

Purchaser:

GSI of Dade County, Inc.

July 19, 2011, 2011
Date signed

By:

Its duly authorized agent

Print name:

Ariel Quinos

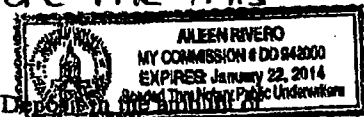
sworn to and subscribed before me this
19th day of July, 2011.
Personally known

The undersigned Escrow Agent acknowledges receipt of the Contract Deposit of
\$50,000.00.

7/26/, 2011
Date signed

By:

Escrow Agent



Benjamin Backlund & Duran, P.C.

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Seller(s)

Purchaser(s)

WARRANTY DEED

KNOW ALL PEOPLE BY THESE PRESENTS that **Bogner of America, Inc.**, a Delaware corporation with its principal place of business in Newport in the County of Orleans and State of Vermont (the "Grantor"), in consideration of one dollar and other good and valuable consideration paid to the Grantor's full satisfaction by **James W. Mulkin, Mary Ann Mulkin and Fredric Oeschger**, of Newport, in the County of Orleans and State of Vermont (collectively, the "Grantee"), by these presents does freely give, grant, sell, convey and confirm unto the Grantee, **James W. Mulkin and Mary Ann Mulkin**, husband and wife, as tenants by the entirety, an undivided fifty percent (50%) interest, and **Fredric Oeschger**, an undivided fifty percent (50%) interest, as tenants in common, and the Grantee's heirs and assigns forever, certain real property in Newport in the County of Orleans and State of Vermont, described as follows:

Being a parcel of land together with the buildings and improvements thereon, located at 172 Bogner Drive in Newport, and being a part of the land and premises conveyed to Bogner of America, Inc. by Deed of **Charles G. Buckland and Marion L. Buckland** dated January 4, 1973 and recorded in Book 55, Page 5 of the Newport City land records, and being more particularly described therein as follows:

"Starting at a point on the northerly side of said Lake Road which point is the easternmost point on said Lake Road of Parcel 1. above; thence proceeding North 6° 40' East along an easterly line of said Parcel 1. a distance of 420.18 feet more or less; thence North 47° 34' East 929.49 feet, more or less; thence South 37° 30' East 1022.15 feet (said last two bounds are along boundary lines of said Parcel 1. above); thence South 41° 40' West 496.13 feet to a brook; thence South 40° 34' West 43.05 feet; thence North 65° 22' West 106.66 feet; thence South 33° 12' West 323.03 feet; thence North 74° 38' West 212.59 feet; thence North 64° 23' West 239.65 feet; thence North 52° 36' West 213.54 feet; thence North 51° 47' West 171.18 feet to the point of beginning. Said parcel 2 contains 25.97 acres, more or less."

The foregoing land and premises are conveyed subject to:

1. A right-of-way conveyed to Elizabeth Clarke, Trustee of the Girl Scouts of Newport by deed dated April 18, 1962 and recorded in Book 34, Page 318 of the Newport City Land Records; a right-of-way conveyed to Converse by deed dated July 12, 1968 and recorded in Book 46, Page 324 of Newport City Land Records;
2. Easement rights set forth in the Warranty Deed of Bogner of America, Inc. to John and Karen Perras dated May 17, 2006 and recorded in Book 178, Page 29 of the Newport City Land Records;
3. Land Use Permit No. 7R0082, as amended to date;
4. Water Supply and Wastewater Disposal Permit No. WW-7-0511; and
5. Vermont Underground Storage Tank Form dated June 24, 1991 and recorded in Book 100, Page 434 of Newport City Land Records.

Reference is hereby made to the above-described deeds and the records thereof, and to all prior deeds and their records, for a more particular description of the land and premises hereby conveyed.

TO HAVE AND TO HOLD the granted premises, with all the privileges and appurtenances thereof, to the Grantee, James W. Mulkin and Mary Ann Mulkin, husband and wife, as tenants by the entirety, an undivided fifty percent (50%) interest, and Fredric Oeschger, an undivided fifty percent (50%) interest, as tenants in common, and the Grantee's heirs and assigns, to the Grantee's own use and behoof forever; and the Grantor does for the Grantor and the Grantor's successors, administrators and assigns covenant with the Grantee, James W. Mulkin, Mary Ann Mulkin and Fredric Oeschger, and the Grantee's heirs and assigns, that until the execution of this deed the Grantor is the sole owner of the premises and has good right and title to convey in manner aforesaid; that the premises are FREE FROM EVERY ENCUMBRANCE except as aforesaid; and the Grantor hereby engages to WARRANT AND DEFEND the same against all lawful claims forever, except as aforesaid.

EXECUTED this 30 day of November, 2007.

BOGNER OF AMERICA, INC.

By: [Signature]
Name: Constantin Brandstetter
Its: Exc. VP

STATE OF VERMONT

Orleans COUNTY, ss

At Derby in said County and State, this 30 day of November, 2007, Constantin Brandstetter, Executive VP of Bogner of America, Inc. personally appeared and he/she acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed and the free act and deed of the corporation.

Before me, [Signature]
Notary Public

My commission expires February 10, 2011

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